# UNIVERSITY OF THE PACIFIC
# AND
# JEFFERSON SCHOOL DISTRICT

SPEECH THERAPY AGREEMENT

THIS AGREEMENT entered into between the University of the Pacific and the Jefferson School District to provide speech therapy services to the Schools by Pacific student clinicians.

WHEREAS, the student clinician has completed the prerequisite didactic portion of the University curriculum in speech pathology and desires to participate in a student teaching/internship experience with the school district.

THEREFORE, in consideration hereof, it is understood and agreed by and between the parties as follows:

1. **PROFESSIONAL SERVICES TO BE PERFORMED**: The student is to perform duties of a speech pathologist under the supervision of the speech pathology supervisor. The student agrees to comply with the School District policies, procedures and regulations. The student agrees to perform services in a manner consistent with School District standards. Completion of School District records will be performed in a timely manner.

2. **TERM**: The term of this agreement shall be for a three-year term, commencing September 1, 2016 and ending September 1, 2019.

3. **TERMINATION BEFORE EXPIRATION DATE**: The School District will have the right to terminate this agreement should the student not perform according to District standards.

4. **NO EMPLOYER-EMPLOYEE RELATIONSHIP:** No relationship of employer and employee is created by this agreement. It is understood that the student shall have no claim under this agreement against the School District for vacation with pay, sick leave, retirement benefits, medical or dental insurance, worker's compensation benefits or social security contributions.

5. **INSURANCE AND INDEMNIFICATION**:

The School District agrees to defend, indemnify and hold harmless the University, its officers, students, agents and employees from and against all losses and expenses by reason of liability imposed by law upon the University for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons, or because of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, but not if such injuries to persons or damage to property are due or claimed to be due to the negligence of the University, its officers, agents or employees.

University agrees to defend, indemnify, and hold harmless the School District, its officers, students, agents and employees from and against all losses and expenses by reason of liability imposed by law upon the District for damages because of bodily injury, personal injury, including death at anytime resulting therefrom, sustained by any person or persons, or because of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, but not if such injuries to persons or damage to property are due or claimed to be due to the negligence of the School District, its officers, students, agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Dated: _____ by _____
Administrator, School District

Dated: 9/7/16 by _____
Representative, UOP Department of Speech-Language Pathology